

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and OneCare Vermont Accountable Care Organization, LLC, with a principal place of business in Colchester, VT (the "Contractor") that the Contract #32318 between State and Contractor (together "Parties") originally dated January 1, 2017, and as amended to date, (the "Contract") is hereby amended as follows effective January 1, 2020:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$813,562,600.65 to \$817,462,600.65, representing an increase of \$3,900,000.00.
- II. **Attachment A, Scope of Work.** The Scope of Work is amended as follows:

a. By adding the following definitions to Section 1.1. (Definitions):

Delivery System Related (DSR) Investment Funds: Developmental start-up funding available for the 2020 Performance Year to support expansion of Vermont's All-Payer Accountable Care Organization Care Model.

Delivery System Related (DSR) Investment Report: A report submitted by Contractor and reviewed and approved by DVHA describing permissible uses for DSR Investment Funds in accordance with Section 7.7.

b. By adding the following subsection 7.7 (Delivery System Related (DSR) Investments) to Section 7 (Care Management and Coordination):

7.7 Delivery System Related (DSR) Investments

By July 15, 2020 Contractor shall provide DVHA with DSR Investment Report(s) describing Advanced Community Care Coordination (A3C) activities related to capacity-building, adoption, testing, expansion and sustainability of Contractor's Care Model that Contractor will support using the DSR Investment Funds identified in Attachment B. Contractor shall provide a work plan of the activities to be supported by the DSR Investment Funds, a line-item budget including a description of assumptions used to develop the budget, and information indicating the linkage between the supported activities and each of the periodic reporting and deliverables outlined in Sections 7.6.2 and 7.6.3 of this Contract. Contractor shall submit the DSR Investment Report(s) for DVHA's review and approval in a form and format specified by DVHA and agreed to by Contractor in the ACO Reporting Manual.

The approval of the DSR Investment Report(s) is in DVHA's sole discretion. If DVHA disapproves Contractor's proposed DSR Investment Report(s), DVHA will provide Contractor with a basis for the disapproval, suggested alternative(s), and the opportunity to bring the proposed DSR Investment Report into compliance. DSR Investment Fund payments will be made in accordance with the distribution schedule in Attachment B.

By August 1, 2020, Contractor and DVHA shall mutually identify additional reporting requirements to be incorporated into the ACO Reporting Manual including performance metrics, reporting periodicity, and performance targets to be used to assess the effectiveness of the activities supported by the DSR Investment Funds.

III. **Attachment B, Payment Provisions.** The Payment Provisions are amended as follows:

a. **Section K (Distribution of DSR Investment Funds) is hereby added to Attachment B:**

K. Distribution of DSR Investment Funds

Subject to funding availability, a total amount not to exceed \$3,900,000 in DSR Investment Funds will be available for the 2020 Performance Year for Contractor's completion of activities outlined in the DVHA-approved DSR Investment Report(s) required by Section 7.7 of Attachment A. Funding is restricted to conditions and approved uses described in Section 7.7, the approved DSR Investment Report(s), and as described below.

DVHA shall pay an initial DSR Investment Fund payment of \$100,000 to Contractor upon the successful submission of the DSR Investment Report(s), contingent upon DVHA's receipt, review, and approval of the DSR Investment Report(s).

DVHA will make subsequent payments from the DSR Investment Funds to Contractor upon completion of obligations and conditions contained in the DVHA-approved DSR Investment Report(s). Contractor shall submit invoices for DSR Investment Funds to DVHA at regular intervals (e.g., quarterly) for completed and ongoing activities, and within 30 days of the expenditure for one-time expenses. Payments for these activities and expenses will be in accordance with the DSR Investment Report(s)'s line-item budget and will be contingent upon DVHA's receipt, review, and approval of the invoices. Where required by the DSR Investment Report(s), payment may be contingent on Contractor submission, and DVHA approval of, required progress and performance reports. DSR Investment Funds are not a part of the parties' risk sharing arrangement and are not included in the ETCOC, ATCOC, or Value-Based Care Payments.

IV. **Attachment E.2 (Business Associate Agreement effective after March 31, 2020),** is amended as stated below, effective after August 31, 2020:

2. **Contact Information for Privacy and Security Officers and Reports**
Subsection 2.2 is hereby deleted and replaced with the following:

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 3 pages. Except as modified by this Amendment No. 6, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

E-SIGNED by Cory Gustafson
on 2020-06-24 23:47:43 GMT

CORY GUSTAFSON, COMMISSIONER

AHS/DVHA

NOB 1 South, 280 State Drive

Waterbury, VT 05671-1010

Phone: 802-241-0239

Email: Cory.Gustafson@vermont.gov

CONTRACTOR

E-SIGNED by Victoria Loner
on 2020-06-24 21:22:54 GMT

VICTORIA LONER, CHIEF EXECUTIVE OFFICER

OneCare Vermont Accountable Care Organization, LLC

356 Mountain View Drive

Colchester, VT 05446

Phone: (802) 847-6255

Email: Victoria.Loner@OneCareVT.org